

## Amazon Services Product Ads Agreement

By registering FOR OR using the AMAZON PRODUCT ADS PROGRAM ("**program**"), YOU: (A) CERTIFY YOU HAVE THE CAPACITY AND AUTHORITY TO LAWFULLY ENTER INTO THIS AMAZON SERVICES PRODUCT ADS AGREEMENT ("**AGREEMENT**") AND BIND YOURSELF AND (IF APPLICABLE) THE BUSINESS YOU REPRESENT; AND (B) AGREE (ON BEHALF OF YOURSELF AND (IF APPLICABLE) THE BUSINESS YOU REPRESENT) TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

As used in this Agreement: "**we**," "**us**," "**our**," or "**Amazon**" means Amazon Services LLC; "**you**" and "**your**" means the Program applicant and Agent (defined below) thereof if applicable; and "**Amazon.com Site**" means the website that has its primary home page identified by the URL [www.amazon.com](http://www.amazon.com).

### 1. Enrollment

To begin the enrollment process, you must complete the registration process via the Amazon.com Site. You will comply with the policies, guidelines and terms on the Amazon.com Site (including at our "Seller Central" site or any successor or replacement site) pertaining to the Program (collectively, "**Program Policies**"). We may at any time remove you from the Program or reject or remove any Product Ad in our sole discretion and without notice.

### 2. Your Account

An account will be created when you register for the Program. You are responsible for maintaining accurate, current and complete account information, for maintaining the secrecy of any account passwords and for all activities that occur under your account. You will designate an account administrator for your account, who may authorize additional individuals to access your account. All account users will be authenticated either by using an existing Amazon.com sign-in and password or by creating a new Amazon.com sign-in and password. As a participant in the Program, you agree we may from time to time send you email updates about the Program and your account.

### 3. Product Ads

Product Ads may be displayed on any Amazon Network Property as we determine. We do not guarantee that your Product Ads will be placed on or available through any Amazon Network Property, nor do we guarantee your Product Ads will appear in any particular position or rank. Any Amazon Network Property may be redesigned or modified at any time. As between you and us, you will be responsible for all obligations, risks and other aspects pertaining to the sale of any products referred to in your Product Ads, including order processing, order fulfillment, returns, refunds, recalls, mis-delivery, theft, customer service, collection of transaction taxes, etc. "**Amazon Network Property**" means: (a) the Amazon.com Site; (b) any website or other online point of presence operated by Amazon or any of our affiliated companies; and/or (c) any other website or other online point of presence through which the Amazon.com Site, any website of any of our affiliated companies and/or products or services available thereon are syndicated, offered, merchandised, advertised or described.

### 4. Product Information

You will provide (in a feed format we require or accept and in accordance with applicable Program Policies) accurate, current and complete information for each of your Product Ads and will promptly update such information as necessary to ensure it at all times remains accurate, current and complete. It is your responsibility to keep back-ups of your product information feeds, and we are not responsible for loss of any product information for any reason. You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the product information you submit, and to sublicense the foregoing rights to our affiliates and operators of Amazon Network Properties; provided, however, that we will not alter any of Your Trademarks (defined below) from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks; provided further, however, that nothing in this Agreement will prevent or impair our right to use any materials or information without your consent to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). "**Your Trademarks**" means Trademarks of yours that you provide to us in non-text form via a method we designate for branding purposes and separate from (and not embedded or otherwise incorporated in) any product specific information or materials; and "**Trademarks**" means trademarks, service marks, trade dress (including any proprietary "look and feel"), trade names, other proprietary logos or insignia or other source or business identifiers, protected or protectable under any laws of any government of competent jurisdiction.

### 5. Program Requirements

You agree that we may use mechanisms that rate, or allow shoppers to rate, your products and/or your performance as a seller, and we may make these ratings and feedback publicly available. Using the highest industry standards, you will treat shoppers who reach your website via a Product Ad with courtesy and respect during all stages of the buying process and resolve to our satisfaction in a timely and professional manner any related customer service matters we or these shoppers bring to your attention. You will not provide any information for, or otherwise seek to list for sale on any Amazon Network Property, any products that are prohibited by our Program Policies. You will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with your participation in the Program, including: (a) sending multiple listings of identical products in the same feed or sending multiple feeds under different accounts; (b) generating fraudulent or repetitive clicks, whether through the use of Automated Applications or otherwise; (c) collecting any user information or retrieving, indexing or caching any portion of any Amazon website or services, whether through the use of Automated Applications or otherwise; (d) submitting information or content that is inappropriate, obscene, defamatory, infringing or unlawful; (e) targeting communications of any kind on the basis of the intended recipient being a user of any Amazon Network Property; (f) interfering with the proper working of any Amazon Network Property, the Program or our systems; or (g) attempting to bypass any mechanism we use to detect or prevent such activities.

### 6. Payment

You agree to pay us the applicable fee that applies each time a user clicks on your Product Ad, as measured solely by us (each, a "Click"). The per Click fee (which we will determine) will be based on the amount you bid for the applicable Product Ad, consistent with any applicable product category minimums and the Program Policies. You must provide us with a valid U.S. credit card in order to participate in the Program. You authorize us to charge your credit card automatically: (a) in accordance with the payment ladder described in the Program Policies; and (b) on a recurring monthly basis for any remaining unpaid fees accrued after the last ladder payment charged in such month. You acknowledge that this credit card billing structure may result in multiple charges to your credit card during any given month. Payments of any invoiced amounts will be due within thirty (30) days from the date of the applicable invoice. We may require payment of interest at the rate of one and one half percent (1.5%) per month or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until such amounts are paid in full. All fees are exclusive of any applicable sales, use, gross receipts, value added, or similar transaction based taxes.

### 7. Term of the Agreement

The term of this Agreement will begin upon completion of your registration in the Program and will end when terminated by either party. Each party may terminate this Agreement at any time, with or without cause, through the means designated in the Program Policies. Upon termination, all rights and obligations of the parties under this Agreement will end, except that fees accrued as of the date of termination must be paid and [Sections 4, 5, 7, 9 - 20](#) will survive termination.

### 8. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Amazon.com Site (including at our "Seller Central" site or any successor or replacement site). Modifications may include, for example, changes in fee schedules, payment procedures, and Program Policies. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE AMAZON.COM SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE. We reserve the right to discontinue offering any part of the Program.

### 9. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this section.

### 10. Representations

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of a state of the United States; (b) your principal place of business (or, if you are registering as an individual, your primary place of residence) is located within the United States and you will not conduct any operations relating to this Agreement from outside the United States; (c) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licenses and authorizations you grant hereunder; (d) you and all of your subcontractors, agents and suppliers will comply with all applicable laws in your performance of your obligations and exercise of your rights under this Agreement; and (e) nothing in the product information you submit or on your website is infringing, false, misleading, defamatory, libelous, slanderous, illegal, harassing or threatening.

### 11. Indemnification

You agree to indemnify, defend and hold harmless us and our affiliates and each of our and their respective officers, directors, employees, agents and representatives, from and against any and all costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "**Claims**") which in any way may result from or arise in any manner out of: (a) your participation in the Program; (b) your breach of any representation, warranty or obligation in this Agreement or the Program Policies; (c) the display of any of your Product Ads; or (d) any website, images descriptions or other content, materials and information to which your Product Ads link or that are contained in the product information you submit, including any actual or alleged infringement or misappropriation of any third party's intellectual property rights. At our option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, we may at any time elect to take over control of the defense and settlement of any such Claim. In any event, you will not settle any Claim without our prior written consent).

### 12. Limitation of Liability

We will not be liable for indirect, special, or consequential damages or any loss of revenue, profits, or data arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total AMOUNTS paid BY YOU TO AMAZON under this Agreement OVER THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

### 13. Disclaimers

THE PROGRAM, INCLUDING ALL SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE PROGRAM, IS PROVIDED "AS-IS." YOU USE THE PROGRAM AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (a) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE program, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (b) ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; and (c) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE AMAZON.COM SITE, SELLER CENTRAL OR ANY FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS, BE AVAILABLE, UNINTERRUPTED or error-free, and we will not be liable for the consequences of any interruptions or errors.

### 14. Tax Matters

All fees are exclusive of any applicable sales, use, gross receipts, value added and/or similar transaction-based and other taxes, and you will pay any taxes that are imposed and payable on such fees or payments. All fees payable under this Agreement will be made without deduction or withholding of any present or future taxes.

### 15. Confidentiality

During the course of your enrollment in the Program, you may receive information relating to us or to the Program that is not known to the general public ("Confidential Information"). You agree that: (a) all Confidential Information will remain our exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Program; and (c) you will not disclose Confidential Information to any individual, company, or other third party. You may not issue any press release or make any public statement related to the Program, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

### 16. Suggestions

You or any of your affiliates may elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Amazon Network Property or the Program (including any related technology or content). We will be free to use, disclose, reproduce, modify, sublicense, transfer, distribute and exploit any of the foregoing information or materials in any manner.

### 17. Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Seattle, Washington, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Washington (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

### 18. Password Security

Any password we provide to you may be used only during the Term to access Seller Central to use the Program. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must change your password.

### 19. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Washington, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

We will send all notices and other communication to you at the e-mail address you list in your Program application or, where applicable, via your account maintenance page, or by any other means then specified by us. You may change your e-mail address by logging in to your account and clicking on "Change Account Info". You must send us all notices and other communication relating to Amazon on this Agreement by using the [Contact Us](#) form.

Whenever used in this Agreement, unless otherwise specified: (a) the terms "includes", "including", "e.g.", "for example", "for instance" and other similar terms are deemed to include the term "without limitation" immediately thereafter; and (b) the terms "\$" and "dollars" mean United States dollars; and (c) the phrases "Amazon may", "Amazon will determine" and the like mean Amazon may decide the applicable matter in its sole discretion. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to affect the interpretation or construction of any provision of this Agreement. In the event of any conflicts between the Program Policies on the Amazon.com Site and this Agreement, the Program Policies on the Amazon.com Site will prevail. This Agreement represents the entire agreement between the parties with respect to the subject matter described here and supersedes any previous or contemporaneous oral or written agreements and understandings.

### 20. Agents

For purposes of this section: (a) the term "**Program Participant**" means any person or entity enrolled in the Program by you if you are the Agent (defined below) of that person or entity; and (b) the term "**Agent**" means an advertising agency or other person or entity who represents Program Participants. If you are an Agent: (u) you represent and warrant that you have been appointed as an agent of Program Participant, that you are duly authorized to execute this Agreement on behalf of Program Participant and have full power and authority to bind Program Participant to all terms and conditions contained herein, and that this Agreement will be enforceable against Program Participant in accordance with its terms; (v) you will, upon our request, provide us written confirmation of the agency relationship between you and Program Participant, including, for example, Program Participant's express acknowledgement that you are its Agent and are authorized to act on its behalf in connection with this Agreement; (w) you will not make any representation, warranty, promise or guarantee about the Program, us or your relationship with us; (x) you will perform your duties pursuant to the Agreement in a professional manner consistent with any requirements we may establish; (y) you will not at any time use information received in and/or with the Agreement to conduct any marketing efforts targeted at our existing advertisers and/or Program Participants; and (z) you will defend, indemnify and hold harmless us and our affiliates, and our and their respective directors, officers, employees, agents, successors and assigns, from and against any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees incurred) arising out of any Claim incurred as a result of any alleged breach of your representations and warranties set forth in this Section 19. You and Program Participant will be jointly and severally liable for all payment obligations under this Agreement, and you and Program Participant each waive any rights that might require us to proceed against one or more of you prior to proceeding against the others.

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